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BOARD OF SUPERVISORS

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November 03, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 November 3, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ACCEPTANCE OF FORTHCOMING LETTERS OF ALLOCATION FROM THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH, APPROVAL OF AMENDMENTS TO FIVE BLACK INFANT
HEALTH PROGRAM SERVICE AGREEMENTS FOR THE PERIOD OF JULY 1, 2010 THROUGH
JUNE 30, 2011
(ALL SUPERVISORIAL DISTRICTS) (3 Votes)**

SUBJECT

Approval to accept forthcoming Letters of Allocation from the California Department of Public Health for fiscal years 2010-13, execute amendments to five Black Infant Health Program Service agreements to support the Department of Public Health's Maternal, Child, and Adolescent Health Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Health (DPH), or his designee, to accept forthcoming Letters of Allocation (LOA) from the California Department of Public Health (CDPH) to support the Maternal, Child, and Adolescent Health (MCAH) Program for fiscal years (FYs) 2010-11, 2011-12, and 2012-13 in an anticipated amount of approximately \$4,500,000 per FY, subject to review and approval by County Counsel and notification to your Board and the Chief Executive Office (CEO).
2. Delegate authority to the Director of DPH, or his designee, to accept and execute amendments, that are consistent with the requirements of the LOAs from CDPH, that do not exceed 25 percent of each FYs base award, subject to review and approval by County Counsel and notification to your Board and the CEO.

3. Delegate authority to the Director of DPH, or his designee, to execute amendments, substantially similar to Exhibit I, with the five Black Infant Health (BIH) service providers, identified in Attachment A, to integrate CDPH funds in the current Los Angeles County Children and Family First-Proposition 10 Commission (First 5 LA) grant funded agreements, effective upon execution by both parties for the term of July 1, 2010 through June 30, 2011, increasing the total cumulative maximum obligation from \$696,737 to \$1,750,000; with a provision for a 12 month extension, on a month-to-month basis at an anticipated cumulative amount of \$1,750,000 through June 30, 2012, 100 percent offset by CDPH funds and First 5 LA grant funds, subject to availability of funds.

4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the BIH agreements that allow increases or decreases to the maximum obligations not to exceed 25 percent of FY 2010-11 base annual obligation, contingent upon the availability of additional funds and/or reallocate funds among the BIH providers to ensure maximization/utilization of funding, subject to review and approval by County Counsel and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval to accept forthcoming LOAs from CDPH under delegated authority will allow DPH to accept funding not to exceed the anticipated annual amount of approximately \$4,500,000 per FY and allow DPH to continue efforts to implement program goals related to improving health care for women of childbearing age, pregnant and parenting women, and children and their families by assuring access to quality care. Funding supports DPH's BIH Program in its efforts to promote better health services for pregnant and parenting African-American women in Los Angeles County by collaborating with other entities to strategize to reduce African-American infant mortality. The five community-based agencies, The Children's Collective, Inc. (TCC), Great Beginnings for Black Babies, Inc. (GBBB), Mission City Community Network, Inc. (MCCN), Prototypes (PROTO), and Partners in Care Foundation (PICF), provide BIH services in six Service Planning Areas (SPAs): SPA 1 (Antelope Valley), SPA 2 (San Fernando Valley), SPA 3 (San Gabriel Valley), SPA 4 (Metro Area), and SPAs 6 and 8 (South Los Angeles).

On June 29, 2010, DPH accepted First 5 LA Grant Funds in the amount of \$816,058. These funds were used to support the BIH program for the period of July 1, 2010 through June 30, 2011. Since the State increased funding for FY 2010-11 in the amount of \$199,633 to help offset the elimination of the BIH State General Funds, the amount that First 5 LA contributed to the five BIH services agreements will be decreased by the same amount. The decrease in funding is due to First 5 LA stipulation in the agreement which indicates that the First 5 LA grant award is subject to reduction based upon any increases to the CDPH LOA. Approval to execute amendments to the five BIH service agreements will allow DPH to integrate the CDPH funds into the First 5 LA funded service agreements for the term of July 1, 2010 through June 30, 2011. Approval to sign future amendments to the BIH agreements that allow increases or decreases up to 25 percent of the maximum obligation and/or reallocate funds among the five BIH providers will support BIH services and rapidly implement changes in allocation without a disruption in services.

The remaining CDPH funds will be utilized by DPH to support comprehensive outreach activities directly provided by DPH that may include finding referrals, patient/client education, and community awareness. These activities target the MCAH population which includes: a) low income pregnant women; b) women, children and adolescents who are not linked to a source of care; c) women of childbearing age who are at risk for adverse perinatal outcomes including, but not limited to, tobacco exposure and substance abuse; and d) children with special health care needs.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

DPH anticipates receiving approximately \$4,500,000 annually from CDPH for the period of July 1, 2010 through June 30, 2013.

The CDPH funds will support DPH personnel and operating expenses in the approximate amount of \$3,100,000, as well as the five BIH agreements in the cumulative annual amount of \$1,247,937.

Upon receipt of the FY 2010-11 LOA, DPH will return to your Board for approval of an Appropriation Adjustment to reflect the additional funding. During this interim period, DPH has sufficient appropriation included in the FY 2010-11 Final Adopted Budget to support the programmatic costs associated with the LOA.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, the Board has authorized the continuation of BIH Program activities supported by CDPH funding. Currently, TCC, GBBB, MCCN, PROTO, and PICF participate in the BIH Program. These agencies provide services to pregnant and parenting African-American women (ages 18 years and older), infants, and children at-risk for poor birth or perinatal outcomes throughout Los Angeles County.

On June 29, 2010, DPH accepted First 5 LA Grant Funds in the amount of \$816,058. These funds were used to amend the five BIH service agreements for the period of July 1, 2010 through June 30, 2011. Your Board's approval of the amendments to the five BIH service agreements will integrate CDPH funds in the current First 5 LA funded agreements.

County Counsel has approved Exhibit I as to form. Attachment A provides contractor agency information.

CONTRACTING PROCESS

On June 15, 2004, your Board approved six agreements with agencies selected through the Request for Proposals (RFP) process to provide BIH services from July 1, 2004 through June 30, 2007. The six contractors selected were TCC, GBBB, MCCN, PROTO, Harbor-UCLA REI (REI), and Public Health Foundation Enterprises/First Missionary Baptist Church (PHFE/FMBC).

Since the original award, the Agreement has undergone 4 amendments, some of which include: term extensions, rate adjustments, additional activities and/or increased measurable objectives, REI discontinued BIH services in June 2005, and language revisions to Funding/Services/Adjustment and Reallocations paragraph.

On June 24, 2010, DPH exercised delegated authority approved by your Board on June 19, 2007 to accept LOAs from CDPH for FY 2007-08 in the amount of \$5,244,581, FY 2008-09 in the amount of \$4,871,651, and FY 2009-10 in the amount of \$3,985,503.

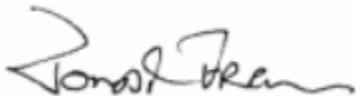
On June 29, 2010, DPH exercised delegated authority approved by your Board on November 17, 2009 to accept amendments to the First 5 LA grant award through FY 2010-11 in the amount of \$816,058 to support the BIH program and execute amendments to the BIH service agreements through FY 2010-11.

In January 2011, DPH intends to release an RFP to select providers that can implement the State's new BIH group intervention model. In July 2011, CDPH plans to implement the new BIH group intervention model. If First 5 LA funds are not awarded for FY 2011-12, DPH will need to reduce the number of service providers that will implement the new BIH model funded by the CDPH LOA funds.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue to provide BIH services to improve the health of African-American pregnant and parenting women and reduce African-American infant mortality by assuring access to BIH services throughout Los Angeles County.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:ar

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisor

Contract Number H-_____

**BLACK INFANT HEALTH PROGRAM SERVICES
IN LOS ANGELES COUNTY AGREEMENT**

Amendment Number ____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2010,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "BLACK INFANT
HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY AGREEMENT", dated
June 15, 2004, and further identified as County Agreement Number H-_____, and
any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement and
provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective upon execution by both parties for the
term of July 1, 2010 through June 30, 2011.

2. Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall be effective upon

execution by both parties, but no sooner than date of Board approval for the term of July 1, 2010 and shall continue, unless sooner terminated or canceled, in full force and effect through June 30, 2011. Said agreement shall thereafter have an option to extend the contract term up to 12 months, on a month-to-month basis, effective July 1, 2011 through June 30, 2012, contingent upon the availability of funding from local, state, and federal resources and at the sole discretion of County. Options to extend the term will be at the sole discretion of the Director, and the Director's judgment shall be final.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

3. PRIOR AMENDMENT SUPERSEDED: parties mutually agree that effective upon Director's approval, this amendment shall supersede the "BLACK INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY AMENDMENT 4", dated {ENTER PREVIOUS AMENDMENT DATE}, between County and Contractor, further identified as County Agreement Number H-_____. Upon

Director's approval, and thereafter, the black infant health program services in Los Angeles County agreement provided by Contractor to County shall be governed by the terms of this agreement.

4. Paragraph 2, DESCRIPTION OF SERVICES, shall be amended to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the services described in Exhibit {ENTER EXHIBIT LETTER}, Scope of Work {ENTER SCOPE OF WORK NUMBER}, and Schedules {ENTER SCHEDULE NUMBER}, attached hereto and incorporated herein by reference."

5. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY, Subparagraph I shall be added to Agreement as follows:

"I. During the period effective upon execution by both parties, but no sooner than date of Board approval for the term of July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided hereunder shall not exceed {ENTER ALLOCATION IN WORDS} Dollars {ENTER ALLOCATION NUMERICALLY}.

Such maximum obligation is comprised of {ENTER FUNDING AMOUNT} in California Department of Public Health funds and {ENTER FUNDING AMOUNT} in Los Angeles County Children and Family First-Proposition 10 Commission (First 5 LA) funds. This sum represents the total maximum obligation of County as shown in Schedule(s) {ENTER SCHEDULE NUMBER}, attached hereto and incorporated herein by reference.

6. Paragraph 6, COMPENSATION, shall be amended to read as follows:

"6. COMPENSATION: County agrees to compensate Contractor for performing services set forth in Schedule {ENTER SCHEDULE NUMBER}, and the BILLING AND PAYMENT Paragraph of the ADDITIONAL PROVISIONS."

7. Effective {INSERT DATE OF THE AMENDMENT}, Exhibit {ENTER EXHIBIT LETTER}, SCOPE OF WORK FOR BLACK INFANT HEALTH PROGRAM, is attached hereto and incorporated herein by reference.

8. Effective {INSERT DATE OF THE AMENDMENT}, Schedule(s) {ENTER SCHEDULE NUMBER}, FOR BLACK INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY, is attached hereto and incorporated herein by reference.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
JONATHAN E. FIELDING, M.D., MPH
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants

ATTACHMENT A

**DEPARTMENT OF PUBLIC HEALTH
MATERNAL, CHILD AND ADOLESCENT HEALTH PROGRAMS
BLACK INFANT HEALTH PROGRAM SERVICES IN LOS ANGELES COUNTY**

CONTRACTOR AGENCY/CONTACT PERSON LIST

Contract #	Contractor/Contact Person	Approximate State Funding (Title V and Title XIX)	Approximate First 5 LA Funding	Total Maximum Obligation (FY 2010-11)
H700539	The Children's Collective, Inc. 5870-C West Jefferson Blvd. Los Angeles, California 90016 (310) 733-4388 Fax (310) 733-4320 Jackie Kimbrough, Ph.D., Executive Director	\$355,380	\$134,558	\$489,938
H700540	Great Beginnings for Black Babies, Inc. 3311 West Manchester Blvd., Suite 301 Inglewood, California 90305 (323) 789-7955 Fax (323) 789-7960 Rae Jones, Executive Director	\$368,043	\$140,169	\$508,212
H700341	Mission City Community Network, Inc. 15206 Parthenia Street North Hills, California 91343 (818) 895-3100 Fax (818) 895-9464 Nik Gupta, CEO/Chief Financial Officer	\$171,687	\$73,063	\$244,750
H700339	Prototypes, Centers for Innovation in Health, Mental Health and Social Services 1000 North Alameda Street, Suite 390 Los Angeles, California 90012 (213) 542-3838 Fax (213) 225-0085 Cassandra Loch, Executive Director	\$159,286	\$68,914	\$228,200
H700340	Partners in Care Foundation 732 Mott Street, Suite 150 San Fernando, California 91340 (818) 837-3775 Fax (818) 837-3799 June Simmons, Chief Executive Officer	\$193,541	\$85,359	\$278,900
Project Total		\$1,247,937	\$502,063	\$1,750,000*

* Funded by State and First 5 LA